

EXHIBIT C

**NATIONWIDE AUTO POLICY
DECLARATIONS**

Page 1 of 3

These Declarations are a part of the policy named above and identified by policy number below. They supersede any Declarations issued earlier. Your policy provides the coverages and limits shown in the schedule of coverages. They apply to each insured vehicle as indicated. Your policy complies with the motorists' financial responsibility laws of your state only for vehicles for which Property Damage and Bodily Injury Liability coverages are provided.

Policy Number: PDP Account Number
89 C7 497126 501517

Policyholder:
(Named Insured)
SARA S AND CLAY
ECHEVARRIA
214 JOHNCE RD
NEWARK, DE
19711-2292

Issued:
NOV 05, 2003

Policy Period From:

DEC 21, 2003 to JUN 21, 2004 but only if the required premium for this period has been paid and only for six month renewal periods if renewal premiums have been paid as required. This policy is initially effective at (1) the time the application for insurance is completed, or (2) 12:01 a.m. on the first day of the policy period, whichever is later. Each renewal period begins and ends at 12:01 a.m. standard time at the address of the named insured stated herein. This policy cancels at 12:01 a.m. at the address of the named insured stated herein.

IMPORTANT MESSAGES:

NOTICE: THE COVERAGES YOU HAVE SELECTED, AS SHOWN IN THIS DECLARATIONS, ARE SUBJECT TO THE EXCLUSIONS, LIMITATIONS, AND CONDITIONS OF COVERAGE DETAILED IN YOUR POLICY. IN SOME CASES YOUR COVERAGE MAY BE LIMITED TO THE MINIMUM LIMITS OF COVERAGE REQUIRED BY THE DELAWARE FINANCIAL RESPONSIBILITY LAW OR THE DELAWARE MOTORISTS PROTECTION ACT. ON THE DATE THIS DECLARATION WAS ISSUED, THOSE LIMITS ARE:

AUTO LIABILITY: \$15,000 PER PERSON, \$30,000 PER OCCURRENCE FOR BODILY INJURY
\$10,000 FOR PROPERTY DAMAGE

NO-FAULT: \$15,000 PER PERSON, \$30,000 PER OCCURRENCE FOR BODILY INJURY
\$10,000 FOR DAMAGE TO PROPERTY OTHER THAN A MOTOR VEHICLE

IT IS IMPORTANT THAT YOU READ YOUR POLICY CAREFULLY.

EFFECTIVE DEC 21, 2003

-CHANGED RESIDENTIAL TERRITORY

SEE ENCLOSED NOTICE FOR PREMIUM DETAIL

INSURED VEHICLE(S) & SCHEDULE OF COVERAGES

2 2001 VOLK PASSAT G

ID #VWPD63B11P291541

Coverages**Limits Of Liability****Six Month
Premium**

COMPREHENSIVE
COLLISION

ACTUAL CASH VALUE
ACTUAL CASH VALUE LESS \$ 250

\$ 37.40
\$ 86.10

PROPERTY DAMAGE LIABILITY
BODILY INJURY LIABILITY

\$ 50,000 EACH OCCURRENCE
\$ 100,000 EACH PERSON
\$ 300,000 EACH OCCURRENCE

\$ 36.20
\$ 117.50
\$ 3.50

LOSS OF USE

ENDORSEMENT 3022

\$ 3.50

TOWING AND LABOR
PERSONAL INJURY PROTECTION

\$ 50 EACH DISABLEMENT
SEE POLICY

\$ 1.50
\$ 33.40

AND DAMAGE TO PROPERTY
OTHER THAN MOTOR VEHICLE
ADDITIONAL PERSONAL INJURY
PROTECTION

ENDORSEMENT 3016B
\$ 85,000 EACH PERSON
\$ 270,000 EACH ACCIDENT

\$ 20.00
TOTAL \$ 335.60

LIENHOLDER-CITIZENS AUTO FIN

LIEN EXPIRES ON JAN 25, 2008

"Based upon information and belief,
this is a true and correct copy of the
Policy for Policy # 89071497126
as of 5-15-2004."

Anthony J. Robertson

3. 2003 VOLK JETTA GL

ID #3VWSK89M53M122153

Coverages

Limits Of Liability

Six Month Premium

COMPREHENSIVE	ACTUAL CASH VALUE	\$ 45.50
COLLISION	ACTUAL CASH VALUE LESS \$ 250	\$ 123.10
PROPERTY DAMAGE LIABILITY	\$ 50,000 EACH OCCURRENCE	\$ 36.20
BODILY INJURY LIABILITY	\$ 100,000 EACH PERSON	
	\$ 300,000 EACH OCCURRENCE	\$ 117.50
LOSS OF USE	ENDORSEMENT 3022	\$ 3.50
TOWING AND LABOR	\$ 50 EACH DISABLEMENT	\$ 1.50
PERSONAL INJURY PROTECTION	SEE POLICY	\$ 33.40
AND DAMAGE TO PROPERTY		
OTHER THAN MOTOR VEHICLE		
ADDITIONAL PERSONAL INJURY	ENDORSEMENT 3016B	\$ 20.00
PROTECTION	\$ 85,000 EACH PERSON	
	\$ 270,000 EACH ACCIDENT	
	TOTAL	\$ 380.70

LIENHOLDER-VOLKSWAGON CREDIT

LIEN EXPIRES ON SEP 29, 2008

POLICY COVERAGES

Coverages

Limits Of Liability

Six Month Premium

UNINSURED MOTORISTS		
BODILY INJURY	\$ 100,000 EACH PERSON	\$ 101.50
	\$ 300,000 EACH OCCURRENCE	
PROPERTY DAMAGE	\$ 10,000 EACH OCCURRENCE LESS \$250 DED	
	TOTAL	\$ 101.50

VEHICLE CLASSIFICATIONS

Premium Is Based On:

	2001 VOLK	2003 VOLK
USE OF VEHICLE	PLEASURE	PLEASURE
RATED DRIVER	MALE ADULT AGE 39 PRINCIPAL MARRIED	FEMALE ADULT AGE 41 PRINCIPAL MARRIED
APPLIED DISCOUNTS	PASSIVE RESTRAINT AIR BAG FULL ANNUAL MILEAGE MULTI CAR LONG TERM HOME & CAR	PASSIVE RESTRAINT AIR BAG FULL ANNUAL MILEAGE MULTI CAR LONG TERM HOME & CAR
SPECIAL RATING	SAFE DRIVER	SAFE DRIVER
RATING SYMBOLS	022-020 00	024-028 00

Policy Form & Endorsements: V007D 3028 3208

Office Use: H0316439

OCT 02, 2003

TERR: 023

\$ 0.00

Issued By: NATIONWIDE GENERAL INSURANCE COMPANY

Home Office - Columbus, Ohio

Countersigned At: COLUMBUS, OHIO

By: H M

LEE



NATIONWIDE AUTO POLICY DECLARATIONS

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Policy Number:

89 07 497126

Policyholder:

(Named Insured)

SARA S AND CLAY

Issued:

NOV 05, 2003

Policy Period From:

DEC 21, 2003 to JUN 21, 2004

IMPORTANT PHONE NUMBERS

Nationwide 24-Hour Claims Number: 1-800-421-3535

For QUESTIONS About Your Policy, Call Your NATIONWIDE AGENT : HELENE M LEE
302-995-6071

For Hearing Impaired: TTY 1-800-822-2421

Nationwide Regional Office: 800-844-9611

00084 0 *
*40 0789.497126

Endorsement 3022



Loss of Use – Broad Form Comprehensive or Collision Coverages

(Auto Rental – Travel Expense)

Please attach this important addition to your auto policy.

Loss of Use – Broad Form coverage is subject to the provisions of the policy that apply to the Comprehensive and/or Collision coverages. The most we will pay under this coverage for all Covered Expenses Incurred by all persons as a result of one accident is shown in the Declarations. Coverage applies only if this endorsement was in effect at the time of a covered Comprehensive or Collision loss.

Any expense payable under this coverage shall be reduced to the extent it is payable under the Comprehensive or Collision coverages of the policy.

COVERED EXPENSES are:

AUTO RENTAL EXPENSE

We will pay you for auto rental expense incurred by you or a relative if unable to use your auto because of a covered Comprehensive or Collision loss.

Auto rental expense is the cost of renting one vehicle from a rental agency or garage. Subject to the coverage limit, reimbursement is limited to a maximum daily payment. The coverage limit and daily payment amounts are shown in the Declarations. This expense must be incurred within a certain time period. It begins when your auto cannot run due to a covered loss; or if your auto can run, when left at a shop for agreed repairs. It continues:

- a) for 30 consecutive days; or
- b) until your auto is repaired; or
- c) until a total settlement is agreed to;

whichever comes first.

Also included is the expense of any deductible you are required to pay the owner of a rental auto as the result of damage to it under any Comprehensive or Collision coverage in effect on an auto rented from an auto rental agency or garage.

TRAVEL EXPENSE

We will also repay you for certain expenses incurred by you or a relative if unable to use your auto because of a covered Comprehensive or Collision loss. This loss must occur more than 50 miles from your home residence. The expenses covered are:

1. Commercial transportation fares for an insured to continue to his/her destination or home residence.
2. Extra meals and lodging needed when the covered loss to your auto causes a delay en route. The expenses must be incurred between the time of loss and the arrival of the insured at your residence or destination or by the end of the fifth day, whichever occurs first.
3. Extra meals, lodging, and commercial transportation costs incurred by you or a person you choose to drive your auto from the place of repair to your destination or home residence.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.

NATIONWIDE INSURANCE COMPANIES
Home Office: Columbus, Ohio 43215-2220



Endorsement 3016B

Additional Personal Injury Protection (Delaware)

Please attach this important addition to your auto policy.

Additional Personal Injury Protection is subject to all terms and conditions of the policy that apply to basic Personal Injury Protection (No-Fault), except as changed by this endorsement.

COVERAGE AGREEMENT

This coverage takes up where basic Personal Injury Protection leaves off. The additional benefits apply when bodily injury is covered by the basic Delaware Personal Injury Protection of any policy, but covered expenses exceed the limits of the basic coverage required by law. We will pay for these expenses over and above all amounts that are paid or payable under the basic coverage. We will pay the additional benefits for Medical Expenses, Loss of Earnings, and Substitute Service Expenses, up to the limits of Additional Personal Injury Protection per person and per accident shown in the policy Declarations. Within these total limits, we will also pay additional Funeral Expenses up to \$2,000. Time limitations within which expenses must be incurred are the same as for basic benefits.

YOU AND A HOUSEHOLD MEMBER

You and a household member are covered for Additional Personal Injury protection:

1. while occupying any motor vehicle; or
2. as a pedestrian if hit by any motor vehicle.

However, if injured while occupying or hit by a motor vehicle other than your auto, this coverage will apply only to the extent that limits under this coverage exceed those under any Additional Personal Injury Protection covering the other vehicle.

OTHER PERSONS

Any other person is covered:

1. while occupying your auto anywhere this coverage is in force; or
2. as a pedestrian, if such person is hit by your auto in Delaware.

COVERAGE EXCLUSIONS

We will not pay Additional Personal Injury Protection benefits for bodily injury:

1. to anyone while occupying, or as a pedestrian if hit by, a motor vehicle that is owned by such person, but not insured under this endorsement.
2. to anyone whose conduct contributed to his or her own bodily injury, if such person was convicted of driving while under the influence of alcohol or drugs.
3. involving the use of a motor vehicle by an insured to carry persons or property for a fee. Motor vehicles used in shared-expense car pools are not considered as carrying persons for a fee.

LIMITS AND CONDITIONS OF PAYMENT

The insuring of more than one person or motor vehicle under this coverage does not increase our liability to any one person in any one accident.

OTHER INSURANCE

The following provisions apply if you or a household member have Additional Personal Injury Protection as a named insured or as a member of a household under any other policy. When any such insurance applies to a loss:

1. and the other Additional Personal Injury Protection is in a policy or policies we have issued, we will not be liable for more than the highest benefit limits payable under any one policy.
2. and the other Additional Personal Injury Protection is in a policy or policies not issued by us, we will be liable only for our proportional share of the loss. That share will be determined by our proportion of the total coverage limits provided under this and the other available coverage.

In no instance will duplicate benefits be collectible under this and other similar auto insurance.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.

This endorsement supersedes any prior endorsement numbered 3016 or 3016A.

NATIONWIDE INSURANCE COMPANIES
Home Office: Columbus, Ohio 43215-2220

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Collision
Towing and Labor



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Insuring Agreement

For the policyholder's payment of premiums in amounts we require and subject to all of the terms and conditions of this policy, we agree to provide the coverages the policyholder has selected. These selections are shown in the enclosed Declarations, which are a part of this policy contract. The selected coverages in this policy apply only to occurrences while the policy is in force. Renewal premiums for terms of six months each must be paid in advance.

Definitions

This policy uses certain common words for easy reading. They are defined as follows:

1. "POLICYHOLDER" means the first person named in the Declarations. The policyholder is the named insured under this policy but does not include the policyholder's spouse. If the first named insured is an organization, that organization is the policyholder.
2. "YOU" and "YOUR" mean the policyholder and spouse if living in the same household.
3. "RELATIVE" means one who regularly lives in your household and who is related to you by blood, marriage or adoption (including a ward or foster child). A relative may live temporarily outside your household.
4. "INSURED" means one who is described as entitled to protection under each coverage.
5. "WE," "US," "OUR," and "THE COMPANY" mean or refer to the company issuing the policy—Nationwide Mutual Insurance Company, Nationwide Mutual Fire Insurance Company, Nationwide Property and Casualty Insurance Company, or Nationwide General Insurance Company.
6. "YOUR AUTO" means the vehicle(s) described in the Declarations.
7. "MOTOR VEHICLE" means a land motor vehicle designed primarily to be driven on public roads. This does not include vehicles operated on rails or crawler treads. Other motorized vehicles designed for use mainly off public roads shall be included within the definition of motor vehicle when used on public roads.
8. "PRIVATE PASSENGER AUTO" means a four-wheel:
 - a) private passenger auto;
 - b) van; or
 - c) pickup truck.
9. "DEDUCTIBLE" means the amount of loss to be paid by the insured. We pay for covered loss above the deductible amount.
10. "OCCUPYING" means in, upon, entering, or alighting from.
11. "BODILY INJURY" means:
 - a) bodily injury;
 - b) sickness;
 - c) disease; or
 - d) death;of any person.
12. "PROPERTY DAMAGE" means:
 - a) destruction of property;
 - b) damage or injury to it; and
 - c) loss of its use.

Other words are also defined. All defined words are in bold print.

Insured Persons' Duties After an Accident or Loss

The insured will:

1. give us or our agent prompt notice of all losses and provide written proof of claim if required.
2. notify the police of all theft losses as soon as practicable.
3. promptly deliver to us all papers dealing with any claims or suits.
4. submit to examinations under oath as often as reasonably requested by us.
5. assist us with any claim or suit.
6. if injured, submit to examinations by company-selected physicians as often as the company reasonably requires. The injured person must grant us authority, at our request, to obtain copies of wage and medical records.
7. protect damaged property insured under this policy and make it available to us for inspection before its repair or disposal.
8. provide all records and documents we reasonably request and permit us to make copies.

Territory

The policy applies in Canada, the United States of America and its territories or possessions, or between their ports. All coverages except Uninsured Motorists apply to occurrences in Mexico, if within 50 miles of the United States boundary. We will base the amount of any Comprehensive or Collision loss in Mexico on cost at the nearest United States point.

NOTE: You will need to buy auto insurance from a Mexican insurance company—regardless of coverage provided by this policy—before driving in Mexico. Otherwise, you may be subject to jail detention, auto impoundment, and other legal complications in case of an accident.



Physical Damage

(damage to your auto)

ADDITIONAL DEFINITIONS APPLICABLE TO THESE COVERAGES

For purposes of these coverages only:

1. "LOSS" means accidental loss or damage to your auto, including its equipment, which is both direct and physical. Loss does not include reduction in value from non-physical causes.
2. "EQUIPMENT" means anything usual and incidental to the use of a motor vehicle as a motor vehicle. Any type of trailer is not equipment.

Coverage Agreements

COMPREHENSIVE COVERAGE

1. We will pay for loss to your auto not caused by collision or upset. We will pay for the loss less your deductible. Coverage is included for:
 - a) damage from contact with:
 - (1) animals; or
 - (2) falling or flying objects.
 - b) broken glass:
 - (1) even if caused by collision or upset; and
 - (2) if you do not have Collision coverage.

If your Comprehensive and Collision coverages have different deductibles, the smaller deductible will apply to broken glass. For damage to your auto's windshield, we may offer to have it repaired in lieu of replacement. We will not apply a deductible for the repair of the windshield. However, if the repair is not satisfactory, we will replace the windshield subject to your deductible.
2. Also, if your auto has a loss under this coverage we will:
 - a) pay for resulting damage to your clothing and luggage or that of any relative. Maximum payment is \$200. We will pay for stolen clothing or luggage only if your auto is stolen.
 - b) repay your travel costs after your auto is stolen. Maximum payment is \$15 per day — not to exceed \$450 per occurrence. These costs must be incurred within a certain time. It starts 48 hours after you report the theft to us and the police. It ends when your auto is returned to you or we pay for its loss.
 - c) repay you for the cost of travel from where your auto was disabled to where you were going. Maximum payment is \$10.

COLLISION COVERAGE

1. We will pay for loss to your auto caused by collision or upset. We will pay for the loss less your deductible. However, we will not subtract the deductible amount for broken glass if you have full (no deductible) Comprehensive coverage in force.
2. Also if your auto has a loss under this coverage we will:
 - a) pay for resulting damage to your clothing and luggage or that of any relative. Maximum payment is \$200.
 - b) repay you for the travel cost to where you were going. Maximum payment is \$10.

TOWING AND LABOR COSTS COVERAGE

We will pay towing and labor costs if your auto is disabled. We will pay only for labor costs at the place where your auto is disabled. Our maximum payment per disablement is shown in the Declarations.

Coverage Extensions

USE OF TRAILERS

The insurance on your auto covers a trailer used by you or a relative.

1. The trailer must be:
 - a) designed for use with a private passenger auto; and
 - b) used with a vehicle that is insured under these coverages.
2. The trailer must not be:
 - a) otherwise insured;
 - b) owned by you or a relative; or
 - c) used for business purposes with a vehicle that's not a private passenger auto.
3. The maximum amount payable is \$500.

USE OF OTHER MOTOR VEHICLES

The insurance on your auto also covers other motor vehicles as follows:

1. A motor vehicle you do not own, while it is used in place of your auto for a short time. Your auto must be out of use because of:
 - a) breakdown;
 - b) repair;
 - c) servicing; or
 - d) loss.
2. A four-wheel motor vehicle newly acquired by you. You must report the acquisition of the vehicle to us during the first 30 days you own the vehicle. Also, if the newly acquired vehicle does not replace your auto, all household vehicles owned by you must be insured by us or an affiliate for this extension of coverage to apply.

We provide this coverage only if you do not have other collectible insurance. You must pay any added premium resulting from this coverage extension.

3. A private passenger auto owned by a non-member of your household and not covered in item 1. of this section.
 - a) This applies only:
 - (1) to policies issued to persons (not organizations).
 - (2) while such auto is used by you or a relative.
 - b) We will not pay for loss:
 - (1) that results from the operation of an auto:
 - (a) repair shop;
 - (b) public garage or parking place;
 - (c) sales agency; or
 - (d) service or maintenance facility.
 - (2) involving a private passenger auto owned by an employer of an insured.
 - (3) involving a private passenger auto furnished to you or a relative for regular use.
 - (4) to any rented motor vehicle.

4. A rented private passenger auto, including its loss of income.
 - a) This applies only:
 - (1) to policies issued to persons (not organizations);
 - (2) while such auto is rented by you or a relative;
 - (3) if such auto is rented from a rental company for less than 28 days; and
 - (4) for loss of income that is:
 - (a) verifiable by us; and
 - (b) owed to a rental company because:
 - (1) the rental company had a customer willing to rent a private passenger auto; and
 - (2) there was no other vehicle available for rental in place of the damaged rented auto.
 - b) We will not pay for loss involving a private passenger auto rented or leased by anyone for or on behalf of the employer of an insured.

Coverage Exclusions

We will not pay for loss:

1. To more than one:
 - a) recording tape;
 - b) compact disc; or
 - c) other recording media.
2. To a container to be used for storing or carrying:
 - a) recording tapes;
 - b) compact discs; or
 - c) other recording media.
3. To any device which is a:
 - a) tape player;
 - b) compact disc player or recorder;
 - c) digital video disc player or recorder;
 - d) video cassette player or recorder;
 - e) television;
 - f) electronic navigational system;
 - g) citizens band radio;
 - h) two-way mobile radio;
 - i) telephone; or
 - j) any other device which records, emits, amplifies, receives and/or transmits sound, pictures, or data.

However, this exclusion (3.) does not apply:

- a) to such a device, its antenna or its other parts or accessories if permanently installed by the original manufacturer or new car dealer as part of the purchase agreement for the vehicle; or
- b) up to the first \$1,500 of the actual cash value of any and all such devices, antennas, or other parts and accessories that are permanently installed but were not a part of the new car purchase agreement for the vehicle. However, payment under this subpart b) shall not exceed the actual cash value of the insured vehicle in which the devices are installed.

Permanently installed means installed, using bolts, brackets, or welding, in a location designated by an auto manufacturer for such a device. A device attached only by wires is not "permanently installed." No coverage will be provided for any item that is not permanently installed. No coverage will be provided for the devices designed to detect or deter speed monitoring equipment excluded in exclusion 4. below, whether permanently installed or not.

Physical Damage

4. To scanning monitor receivers used for radar detection, or any other device designed to detect or deter the monitoring of speed.
5. To a camper or living quarters unit which can be mounted on or attached to a vehicle. We will pay the loss if:
 - a) the unit is reported to us; and
 - b) the required premium is paid; before the loss.
6. Caused by and limited to:
 - a) wear and tear;
 - b) freezing;
 - c) mechanical or electrical breakdown or failure.
 This exclusion (6.) does not apply to Towing and Labor coverage.
7. To any motor vehicle while used to carry persons or property for a fee. Motor vehicles used in shared-expense car pools are not considered as carrying persons for a fee.
8. To any motor vehicle due to an act of war.
9. To your auto which occurs:
 - a) while your auto is being used in any illegal trade or transportation by:
 - (1) you;
 - (2) a relative; or
 - (3) anyone else with your knowledge or permission; or
 - b) due to confiscation of your auto by any law enforcement agency because of your auto's use in such activities.

Limits and Conditions of Payment

ACTUAL CASH VALUE

The limit of our coverage is the cash value of your auto or its damaged parts at the time of loss. To determine cash value, we will consider:

1. fair market value;
2. age; and
3. condition of the property;

at the time of loss. In addition to our payment of the loss, necessary and reasonable towing and storage will be paid to protect the auto from further damage.

LOSS SETTLEMENT

At our option, we may:

1. pay you directly for a loss;
2. repair or replace your auto or its damaged parts with parts furnished either by original equipment manufacturers or non-original equipment manufacturers;
3. return stolen property at our expense and pay for any damage.

AMOUNTS PAYABLE FOR TOWING AND LABOR COSTS

The limit of our coverage for a loss is limited to the amount shown in the Declarations. Limits apply as stated in the Declarations. Insuring more than one person or vehicle under this policy does not increase our limits.

OTHER INSURANCE

If you have other insurance that covers any loss, we will pay only our share of the loss. Our share is our proportion of the total insurance collectible for the loss. For loss to motor vehicles other than your auto, we will pay only the insured loss not covered by other insurance.

Coverage Condition

AUTO RECOVERY

When an insured auto which has been stolen or abandoned is located, we have the right to take it into our care to keep it safe.

Loss Payable Clause

This clause applies to the Comprehensive and Collision coverages provided by this policy. It protects the lienholder named in the policy Declarations.

Payment for loss will be made according to the interest of the policyholder and lienholder. Payment may be made to both jointly, or to either separately. Either way, the company will protect the interests of both.

Protection of the lienholder's financial interest will not be affected by any change in ownership of the vehicle insured, nor by any act or omission by any person entitled to coverage under this policy. However, protection under this clause does not apply in any case of conversion, embezzlement, secretion or willful damaging or destruction of the vehicle committed by or at the direction of an insured.

If the company cancels or refuses to renew the policy, the lienholder will receive notice at least 10 days before protection of its interest will end. The company will also notify the lienholder if coverage under the policy is excluded for any named driver.

The lienholder shall notify the company upon learning of any change in ownership of the vehicle.

To the extent of payment to the lienholder, the company will be entitled to the lienholder's rights of recovery. The company will do nothing to impair the right of the lienholder to recover the full amount of its claim.

Assignability

No interest in these coverages can be transferred without our written consent. However, if the policyholder dies, they will stay in force for the rest of the policy period. They will apply for anyone having proper temporary custody of your auto.



Auto Liability

(for damage or injury to others caused by your auto)

Coverage Agreement

PROPERTY DAMAGE AND BODILY INJURY LIABILITY COVERAGE

1. We will pay for damages for which you are legally liable as a result of an accident arising out of the:
 - a) ownership;
 - b) maintenance or use; or
 - c) loading or unloading;of your auto. A relative also has this protection. So does any person or organization who is liable for the use of your auto while used with your permission.
2. Damages must involve:
 - a) property damage; or
 - b) bodily injury.
3. We will pay such liability losses up to the limits stated in the Declarations. In addition to these limits and as to any covered damages, we will:
 - a) defend at our expense, with attorneys of our choice, any suit against the insured. We may settle or defend any claim or suit as we think proper.
 - b) pay:
 - (1) all expense incurred by us; and
 - (2) all costs levied against the insured;in any such suit.
 - c) pay premiums:
 - (1) of not more than \$250 per insured for bail bond required because of an accident or traffic violation.
 - (2) for appeal bonds in defended suits and for bonds to release attached property. The amount of such bonds shall not be more than the limits of liability shown in the Declarations.Although paying such premiums, we are not required to apply for or furnish such bonds.
 - d) pay post-judgment interest on all damages awarded. We will not pay interest that accrues after such time as we have:
 - (1) paid;
 - (2) formally offered; or
 - (3) deposited in court;the amount for which we are liable under this policy.
 - e) pay expenses incurred by an insured for emergency medical aid to others at the time of accident.
 - f) pay all reasonable expenses incurred by an insured at our request, but not more than \$50 per day for loss of earnings.
4. After the limits of this coverage have been paid, we will not defend any suit or pay any claim or judgment.

Coverage Extensions

USE OF TRAILERS

1. This coverage applies to the use of a trailer by:
 - a) you;
 - b) a relative; or
 - c) someone else with your permission.
2. The trailer must be:
 - a) designed for use with a private passenger auto; and
 - b) used with a vehicle that is insured under this coverage.
3. The trailer must not be used for business purposes with a vehicle that's not a private passenger auto.

USE OF OTHER MOTOR VEHICLES

This coverage also applies to certain other motor vehicles as follows:

1. A motor vehicle you do not own, while it is used in place of your auto for a short time. Your auto must be out of use because of:
 - a) breakdown;
 - b) repair;
 - c) servicing; or
 - d) loss.
2. A four-wheel motor vehicle newly acquired by you. This coverage applies only during the first 30 days you own the vehicle unless it replaces your auto. If the newly acquired vehicle does not replace your auto, all household vehicles owned by you must be insured by us or an affiliate for this extension of coverage to apply.

We provide this coverage only if you do not have other collectible insurance. You must pay any added premium resulting from this coverage extension.

3. A motor vehicle owned by a non-member of your household and not covered in item 1. of this section.
 - a) This applies only to policies issued to persons (not organizations) and while the vehicle is being used by you or a relative. It protects the user, and any person or organization, except as noted below in b), who does not own the vehicle but is legally responsible for its use.
 - b) This does not apply to losses involving a motor vehicle:
 - (1) used in the business or occupation of you or a relative except a private passenger auto used by you, your chauffeur, or your household employee;
 - (2) owned, rented or leased by an employer of an insured;
 - (3) rented or leased by anyone for or on behalf of an employer of an insured; or
 - (4) furnished to you or a relative for regular use. Furnished for regular use does not include a motor vehicle rented from a rental company for less than 28 days.

FINANCIAL RESPONSIBILITY

We will adjust this policy to comply:

1. With the financial responsibility law of any state or province which requires higher liability limits than those provided by this policy.
2. With the kinds and limits of coverage required of non-residents by any compulsory motor vehicle insurance law, or similar law.

However, any loss payment under this coverage will be made only over and above any other collectible motor vehicle insurance. In no case will anyone be entitled to duplicate payments for the same loss.

Coverage Exclusions

- A. This coverage does not apply to:
1. a) Any person for any occurrence arising out of the operation of an auto:
 - (1) repair shop;
 - (2) public garage or parking place;
 - (3) sales agency; or
 - (4) service or maintenance facility.
 - b) However, this exclusion does not apply to:
 - (1) you;
 - (2) a relative; or
 - (3) a partner, employee, or agent of you or a relative;
 with regard to the use of your auto.
 2. Property damage caused by any insured:
 - a) to a motor vehicle that is owned or operated by, or in the custody of, that insured; or
 - b) to any other property that is owned by or in the custody of any insured or anyone occupying your auto. This exclusion does not apply to a:
 - (1) rented home; or
 - (2) rented private garage.
 3. Bodily injury to any person eligible to receive any benefits required to be provided or voluntarily provided by any insured under a:
 - a) workers' compensation;
 - b) unemployment compensation;
 - c) non-occupational or occupational disease;
 - d) disability benefits;
 or any similar law.
 4. Bodily injury to an employee of any insured while engaged in employment. However, it does cover an employee at your home who is not, or is not required to be, covered by any workers' compensation law.
 5. The United States of America or any of its agencies. It also does not apply to any employee of the United States of America or any of its agencies while such person is acting within the scope of his or her office or employment and the provisions of the Federal Tort Claims Act apply.
 6. Any person protected under nuclear energy liability insurance. This exclusion applies even if that insurance has been exhausted.
- B. This coverage does not apply, with regard to any amounts above the minimum limits required by the Delaware Financial Responsibility law as of the date of the loss, to:
1. Property damage or bodily injury caused intentionally by or at the direction of an insured, including willful acts the result of which the insured knows or ought to know will follow from the insured's conduct.
 2. Use of any motor vehicle to carry persons or property for a fee. Motor vehicles used in shared-expense car pools are not considered as carrying persons for a fee.

Limits and Conditions of Payment

AMOUNTS PAYABLE FOR LIABILITY LOSSES

Our obligation to pay Property Damage or Bodily Injury Liability losses is limited to the amounts per person and per occurrence stated in the Declarations. The following conditions apply to these limits:

1. The limit shown:
 - a) for Property Damage Liability is for all property damage in one occurrence.

- b) for Bodily Injury Liability for any one person is for all legal damages, including all derivative claims, claimed by anyone arising out of and due to **bodily injury** to one person as a result of one occurrence.

The per-person limit is the total amount available when one person sustains **bodily injury**, including death, as a result of one occurrence. No separate limits are available to anyone for derivative claims, statutory claims, or any other claims made by anyone arising out of **bodily injury**, including death, to one person as a result of one occurrence.

- c) for Bodily Injury Liability for each occurrence is the total limit of our liability for all legal damages when two or more persons sustain **bodily injury**, including death, as a result of one occurrence. No separate limits are available to anyone for derivative claims, statutory claims, or any other claims arising out of **bodily injury**, including death, to two or more persons as a result of one occurrence. This total limit is subject to the limit for any one person.
- 2. Liability limits apply as stated in the Declarations. The insuring of more than one person or vehicle under this policy does not increase our liability limits.
 - 3. In any loss covered under Items 2. and 3. of "USE OF OTHER MOTOR VEHICLES," the highest liability limit applicable to any one vehicle on this policy will apply.
 - 4. A motor vehicle and attached trailer are considered one vehicle for Auto Liability coverage.

OTHER INSURANCE

- 1. In any loss involving the use of **your auto**, we will be liable for only our share of the loss if there is other collectible liability insurance. Our share is our proportion of the total insurance limits for the loss.
- 2. For losses covered under "USE OF OTHER MOTOR VEHICLES," our coverage is excess over any other collectible:
 - a) insurance;
 - b) self insurance;
 - c) proceeds from a governmental entity; or
 - d) other sources of recovery.

If more than one policy issued by us or an affiliated company applies on an excess basis to the same loss, we will pay only up to the highest limit of any one of them.

Assignability

No interest in this coverage can be transferred without our written consent. However, if the **policyholder** dies, the Liability coverage will stay in force for the rest of the policy period for:

- 1. Anyone having proper temporary custody of **your auto** until a legal representative is appointed; and
- 2. The appointed legal representative.



No-Fault

(Delaware Motorists Protection Act)

ADDITIONAL DEFINITIONS APPLICABLE TO THESE COVERAGES

For purposes of these coverages only:

1. "MOTOR VEHICLE" includes a trailer used with it.
2. "LOSS OF EARNINGS" means employment income actually lost, net of taxes, if the bodily injury prevents the insured from working, including earnings from self-employment. Loss of earnings does not include any loss after the death of an injured person.
3. "HOUSEHOLD MEMBER" means a relative or any other person who regularly lives in your household and is economically dependent upon you.
4. "PEDESTRIAN" means a person who is not occupying a motor vehicle at the time bodily injury occurs.
5. "EXPERIMENTAL TREATMENT" means medical treatment that is experimental in nature which is not accepted as effective therapy by:
 - a) the state medical association or board;
 - b) an appropriate medical specialty board;
 - c) the American Medical Association;
 - d) the Surgeon General; or
 - e) the Federal Food and Drug Administration.
6. "USUAL, CUSTOMARY AND REASONABLE CHARGES" means charges for services or supplies covered under this policy, which are:
 - a) usual and customary in the place where provided; and
 - b) not more than what would have been charged if the injured person had no insurance; and
 - c) not Experimental Treatment.
7. "MEDICALLY NECESSARY" means a service or procedure which is necessary, appropriate and consistent for the symptoms, diagnosis or treatment of a condition of injury or sickness within generally accepted current standards of good medical practice. The fact that any particular doctor may prescribe, order, recommend or approve a service or procedure does not, in itself, make the service or procedure medically necessary.
8. "UTILIZATION MANAGEMENT OR REVIEW" means cost and utilization containment activities designed to determine usual, customary and reasonable charges for medically necessary services provided to an insured. These activities include, but are not limited to medical bill auditing and case management.

Coverage Agreement

Personal Injury Protection coverage and coverage for Damage to Property Other Than a Motor Vehicle are provided in accordance with Section 2118, Subchapter 1, Chapter 21, Title 21 of the Delaware Code.

PERSONAL INJURY PROTECTION COVERAGE

Under this coverage, we will pay benefits for accidental bodily injury of an insured arising out of the:

1. ownership;
2. maintenance; or

3. use;

of a motor vehicle as a motor vehicle. We will pay regardless of fault in the accident. Benefits include:

- Medical Expenses
- Funeral Expenses
- Loss of Earnings
- Substitute Service Expenses

YOU AND A HOUSEHOLD MEMBER

You and household members are covered for bodily injury:

1. while occupying a motor vehicle; or
2. as a pedestrian if injury involves a motor vehicle.

However, if injured while occupying or by involvement with any motor vehicle other than your auto, this coverage will apply only if the other motor vehicle is not insured under the Delaware Motorists Protection Act.

OTHER PERSONS

Any other person is covered:

1. while occupying your auto anywhere this coverage is in force; or
2. as a pedestrian, if such person is hit by your auto in Delaware.

BENEFITS

We will pay benefits up to a total of \$15,000 for bodily injury per insured in one accident, and up to \$30,000 in total if two or more insureds are injured in one accident. In case of bodily injury to you or a household member, we will subtract any deductible amount selected from the amount otherwise payable.

Within the \$15,000 / \$30,000 total limits, Personal Injury Protection benefits are payable as follows:

Medical Expenses

We will pay usual, customary and reasonable charges for Medical Expenses incurred within two years of the accident for medically necessary treatment and care. This includes ambulance, medical, hospital, surgical, x-ray, professional nursing and dental services, and prosthetic devices. It also includes medically necessary treatment and care in accordance with a recognized religious method of healing.

Medical Expenses for dental or surgical procedures incurred later than two years after the accident will be payable. These expenses must be related to any dental or surgical procedures that were determined within the two years to be medically necessary, but impractical or impossible to perform in that period. However, we must receive written verification of the need from a qualified medical practitioner within the two-year period. At our option, we will pay such expenses either when we receive verification or when they are incurred.

We may apply utilization management or review to determine:

1. usual, customary and reasonable charges; and/or
2. medically necessary services.

Funeral Expenses

We will also pay usual, customary and reasonable charges for Funeral Expenses, including all customary charges and the cost of a burial plot, up to \$5,000 per insured. Such expenses must be incurred within two years of the accident.

Loss of Earnings

We will pay for Loss of Earnings incurred within two years of the accident. The insured has the duty to reduce this loss by seeking other substitute employment that the insured is physically capable of performing.

We will also pay Loss of Earnings Incurred later than two years after the accident. However, the Loss of Earnings:

1. must be related to dental or surgical procedures that were determined within the two years to be medically necessary, but impractical or impossible to perform in that period;
2. must be verified, in writing, within two years of the accident;
3. shall be limited to the period of time necessary to recover from such dental or surgical procedures but not to exceed 90 days;
4. must be verified, in writing, by a qualified medical practitioner that the insured is unable to work due to the dental or surgical procedures being performed; and
5. is payable, at our option, either when we receive verification or when it is incurred.

Substitute Service Expenses

We will pay reasonable Substitute Service Expenses incurred within two years of the accident for necessary personal services the insured would have performed had the insured not been injured.

ADDED DEATH BENEFIT (Seat Belt)

We will pay a single death benefit of \$10,000 for any insured using an approved motor vehicle seat belt or child restraint system at the time of the accident. Death must occur within one year and as a direct result of the accident. This benefit is in addition to any other benefit provided by this coverage for funeral costs, survivors' loss, or death.

EXCLUSIONS - PERSONAL INJURY PROTECTION

We will not pay Personal Injury Protection benefits for bodily injury:

1. to you or a household member involving a motor vehicle which is:
 - a) owned; or
 - b) available for regular use;by you or a household member if such motor vehicle is not insured under this policy.
2. to anyone while operating your auto without your expressed or implied permission.
3. to anyone whose conduct contributed to his or her own bodily injury if that person:
 - a) intentionally caused self-injury; or
 - b) was injured while committing a felony.
4. to anyone while occupying a motor vehicle located for use as a residence or premises.
5. resulting from any act of war, or as a result of any hazardous quality of nuclear material.

OTHER INSURANCE - PERSONAL INJURY PROTECTION

The following provisions apply to circumstances in which Personal Injury Protection benefits are available from more than one policy or company:

1. If other insurance available under the Delaware Motorists Protection Act applies to a loss, we will be liable only for our proportional share of the loss. That share will be determined by our proportion of the total coverage limits provided under this and the other available coverage.
2. If bodily injury results from occupying or being hit by any vehicle that is not insured as required under the Delaware Motorists Protection Act, we will pay covered benefits only over and above other similar auto insurance that is available under another policy.
3. If a non-resident of Delaware sustains bodily injury while occupying your auto outside Delaware, we will pay covered benefits only over and above other similar auto insurance that is available under another policy.

DAMAGE TO PROPERTY OTHER THAN A MOTOR VEHICLE

We will pay for accidental damage done by your auto to property other than a motor vehicle. The coverage applies only to accidents in Delaware. Maximum amount payable for all damage to property resulting from one accident is \$10,000.

EXCLUSIONS – DAMAGE TO PROPERTY OTHER THAN A MOTOR VEHICLE

This coverage does not apply:

1. to any property owned, rented, or leased by you or a household member.
2. to any property in or upon any motor vehicle.
3. to damage to aircraft, watercraft, or self-propelled construction equipment and other self-propelled mobile equipment, or to any property in or upon any such craft or equipment.
4. to property damage resulting from any act of war, or from radioactive contamination.
5. while your auto:
 - a) is used to carry persons or property for a fee. Shared-expense car pools are not considered as carrying persons for a fee.
 - b) is located for use as a residence or premises.
 - c) is used without your expressed or implied permission.

OTHER INSURANCE – DAMAGE TO PROPERTY OTHER THAN A MOTOR VEHICLE

This coverage does not apply if there is other valid and collectible insurance covering the loss, unless you or someone else who was operating your auto would be legally liable for the loss. If agreement cannot be reached on the question of legal liability, the question will be resolved by arbitration.

Limits and Conditions of Payment

BENEFITS PAYABLE

1. The insuring of more than one person or motor vehicle under Personal Injury Protection and Damage to Property Other Than a Motor Vehicle does not increase our liability, as described in these coverages, to any one person in any one accident.
2. Regardless of the number of Nationwide policies or coverages that apply, the maximum Added Death Benefit payable, as a result of using an approved motor vehicle seat belt or child restraint system, under all policies or coverages combined is \$10,000 per insured.

PROMPT CLAIMS PAYMENTS

Payments of expenses under Personal Injury Protection coverage shall be made as soon as practical after they are received during the two year period after the accident. Expenses which are incurred within the two years but which have been impractical to present to us within the two years shall be paid if presented within 90 days after the end of the two year period.

DUPLICATE PAYMENT

We will make no duplicate payment to or for any insured for the same element of loss.

Insured Persons' Duties

1. The insured or someone on the insured's behalf will report any accident to us in writing as soon as practicable. This report will:
 - a) identify persons injured and property damaged; and
 - b) give reasonably-obtainable information about the time, place, and circumstances of the accident.
2. As soon as practicable, the insured or someone on the insured's behalf will submit proof of any Personal Injury Protection claim to us, under oath if we request.

3. Whenever we reasonably request, the insured will authorize and enable us to obtain medical reports, copies of records, and loss of earnings information.
4. The insured will submit to examinations by physicians we select, at our expense, as often as we reasonably require.
5. If the insured or a legal representative brings legal action to recover damages for bodily injury from any party, a copy of the summons and complaint or other process served must be forwarded to us as soon as practicable.
6. Anyone claiming damage to property will protect the property from further loss. We will pay reasonable expenses involved in such protection. We will not pay for additional damage that results from failure to protect the property.
7. For damage to property, the sworn proof of property damage loss will be submitted to us within 90 days after loss, in whatever form and containing all information we reasonably request. Damaged property will be made available to us to examine when we request, and the claimant will submit to examination under oath.

Assignability

No interest in these coverages can be transferred without our written consent. However, if the policyholder dies, these coverages will stay in force for the rest of the policy period for those persons who were entitled to coverage at the time of death.



Uninsured Motorists

(for bodily injury and property damage caused by uninsured and underinsured motorists)

ADDITIONAL DEFINITIONS APPLICABLE TO THIS COVERAGE

"UNINSURED MOTOR VEHICLE" — See definition in COVERAGE AGREEMENT section.

"PROPERTY DAMAGE" — See definition in COVERAGE AGREEMENT section.

Coverage Agreement

YOU AND A RELATIVE

We will pay damages, including derivative claims, which are due by law to you or a relative from the owner or driver of an uninsured motor vehicle because of bodily injury suffered by you or a relative, and because of property damage. Damages must result from an accident arising out of the:-----

1. ownership;
2. maintenance; or
3. use;

of the uninsured motor vehicle.

OTHER PERSONS

We will also pay damages, including derivative claims, which are due by law to other persons who:

1. are not a named insured or an insured household member for Uninsured Motorists coverage under another policy; and
2. suffer bodily injury while occupying:
 - a) your auto.
 - b) a motor vehicle you do not own, while it is used in place of your auto for a short time. Your auto must be out of use because of:
 - (1) breakdown;
 - (2) repair;
 - (3) servicing;
 - (4) loss; or
 - (5) destruction.
 - c) a four-wheel motor vehicle newly acquired by you to which the Auto Liability coverage of this policy applies. The coverage applies only during the first 30 days you own the vehicle, unless it replaces your auto.
 - d) any other motor vehicle while it is being operated by you or a relative. This extension applies only in policies issued to persons (not organizations). However, the vehicle must not be:
 - (1) owned by you or a relative; or
 - (2) furnished to you or a relative for regular use.

PROPERTY COVERED

Coverage for property damage applies to the following property:

1. your auto, including its loss of use.

2. your auto's contents which are owned by you or a relative.
3. your auto's contents which are owned by any other person. However, such contents are covered only while their owner is occupying your auto.
4. property you or a relative own while it is contained in any of the following:
 - a) a motor vehicle you do not own, while it is used in place of your auto for a short time. Your auto must be out of use because of:
 - (1) breakdown;
 - (2) repair;
 - (3) servicing;
 - (4) loss; or
 - (5) destruction.
 - b) any other motor vehicle while it is being operated by you or a relative. However, the vehicle must not be:
 - (1) owned by you or a relative; or
 - (2) furnished to you or a relative for regular use.

RECOVERY

1. Before recovery, we and the insured must agree on two points:
 - a) whether there is a legal right to recover damages from the owner or driver of an uninsured motor vehicle; and if so,
 - b) the amount of such damages.If agreement can't be reached, the matter may go to arbitration. Refer to the GENERAL POLICY CONDITIONS for arbitration provisions.
2. Questions between the injured party and us regarding such person's entitlement to Uninsured Motorists coverage, or the limits of such coverage, are not subject to arbitration and shall be decided by a court of law.
3. Any judgment against the uninsured (including underinsured) will be binding on us only if it has our written consent.

DEFINITIONS

For purposes of this coverage only:

1. An uninsured motor vehicle is:
 - a) one for which there is no auto liability bond, insurance or other security in effect, applicable to the vehicle owner, operator, or any other liable person or organization, at the time of the accident.
 - b) one which is underinsured. This is a motor vehicle for which bodily injury liability coverage or other security or bonds are in effect; however, their total amount is less than the limits of this coverage. See the Declarations for those limits.
 - c) one for which the insuring company denies coverage or becomes insolvent.
 - d) a "hit-and-run" motor vehicle which causes bodily injury to an insured or property damage to property of the insured. Bodily injury or property damage must be caused by physical contact of the "hit-and-run" motor vehicle with the insured or with an insured motor vehicle, or by a non-contact vehicle.

The driver and the owner of the "hit-and-run" vehicle must be unknown. The insured must report the accident to the police or proper governmental authority. We must be notified within 30 days, or as soon as practicable, that the insured or his legal representative has a legal action for damages arising out of the accident. This notification must include facts supporting the action. If we request, any motor vehicle the insured was occupying at the time of accident must be made available for our inspection.

2. We will not consider as an uninsured motor vehicle:
 - a) a motor vehicle that is "self-insured" under any law;
 - b) any motor vehicle owned by a government unit or agency;
 - c) any vehicle in use as a residence or premises;
 - d) any equipment or vehicle designed for use mainly off public roads except while on public roads;
 - e) any motor vehicle insured under the liability coverage of this policy; nor
 - f) any motor vehicle owned by, or furnished for the regular use of, you or a relative.
3. Property damage means:
 - a) destruction of property; and
 - b) damage or injury to it.

Coverage Exclusions

This Uninsured Motorists Insurance does not apply:

1. to use of any motor vehicle by an insured to carry persons or property for a fee. Motor vehicles used in shared-expense car pools are not considered as carrying persons for a fee.
2. to use of any motor vehicle by an insured without the owner's permission.
3. if the insured or legal representative settles, without our written consent, with any party who may be liable and the settlement prejudices our right to recover payment from that liable party.
4. to bodily injury suffered while occupying a motor vehicle owned by you or a relative, but not insured for Auto Liability coverage under this policy. It also does not apply to bodily injury from being hit by any such motor vehicle.
5. to directly or indirectly benefit any workers' compensation or disability benefits carrier, or any person or organization qualifying as a "self-insurer" under a workers' compensation, disability benefits or similar laws.
6. to the first \$250 of damage to the property of each insured as the result of one accident.
7. to property contained in or struck by a motor vehicle that is owned by you or a relative but is not insured under this coverage.
8. to directly or indirectly benefit any insurer of property.

Insured Persons' Duties

1. In making a bodily injury claim under this coverage, the insured must:
 - a) submit written proof of the claim to us as soon as practicable. It must be under oath, if required. It must include details of:
 - (1) the nature and extent of injuries;
 - (2) treatment; and
 - (3) any other facts which could affect the amount of payment.
 - b) provide all facts of the accident and the name of all witnesses.
 - c) answer questions under oath as often as we require.
 - d) be examined by doctors chosen by us as often as we require. At our request, the injured person or his legal representative must promptly authorize us to:
 - (1) speak with any doctor who has provided treatment;
 - (2) read all medical history and reports of the injury;

- (3) obtain copies of wage and medical reports and records; and
- (4) obtain copies of all medical bills as they are incurred.
- 2. In making a property damage claim under this coverage, the insured must:
 - a) submit proof of the loss to us within 60 days after the loss occurs, unless we grant an extension of this time in writing. The proof of loss must be a sworn statement of:
 - (1) the interest of the insured and all others in the damaged property;
 - (2) any encumbrances on the damaged property;
 - (3) the damaged property's cash value at time of loss;
 - (4) the time, place, cause, and amount of loss; and
 - (5) the kind and amount of all other insurance covering the damaged property.
 - b) make damaged property available for our inspection, at our request.
- 3. After notice of claim, we may require the insured to take legal action against any liable party.
- 4. An insured may bring legal action against the other party for bodily injury or property damage. A copy of any paper served in this action must be sent to us at once.
- 5. The insured must:
 - a) obtain our written consent to:
 - (1) settle any legal action brought against any liable party; or
 - (2) release any liable party.
 - b) preserve and protect our right to subrogate against any liable party.

Trust Agreement

This applies to the extent of any payment we make under this coverage.

- 1. We will have first right to any amount the insured receives from any liable party. The insured must:
 - a) hold in trust for us his right to recover against any such party;
 - b) do whatever is proper to secure such rights, and do nothing to prejudice them;
 - c) furnish us all papers in any suit the insured files;
 - d) do what is necessary to recover for us payments made under this coverage; and
 - e) repay us out of any recovery for any payments we have made and any expenses we have incurred in the action.
- 2. Our payment of a claim may result from the insolvency of an insurer. If so, we have the right to recover from the insurer, but not its insured.
- 3. Our rights to recover against any liable party or an insolvent insurer are limited to the amount of coverage required by the financial responsibility law.

Limits and Conditions of Payment

AMOUNTS PAYABLE FOR UNINSURED MOTORISTS LOSSES

Our obligation to pay Uninsured Motorists — Bodily Injury and Uninsured Motorists — Property Damage losses is limited to the amounts per person and per occurrence stated in the Declarations. The following conditions apply to these limits:

- 1. The limit shown:
 - a) for Uninsured Motorists — Bodily Injury for any one person is for all covered damages, including all derivative claims, claimed by anyone arising out of and due to bodily injury to one person as a result of one occurrence.

The per-person limit is the total amount available when one person sustains **bodily injury**, including death, as a result of one occurrence. No separate limits are available to anyone for derivative claims, statutory claims, or any other claims made by anyone arising out of **bodily injury**, including death, to one person as a result of one occurrence.

- b) for Uninsured Motorists—Bodily Injury for each occurrence is the total limit of our liability for all covered damages when two or more persons sustain **bodily injury**, including death, as a result of one occurrence. No separate limits are available to anyone for derivative claims, statutory claims, or any other claims arising out of **bodily injury**, including death, to two or more persons as a result of one occurrence. This total limit is subject to the limit for any one person.
 - c) for Uninsured Motorists—Property Damage is for all covered damages claimed by one or more insureds for property damage as a result of one occurrence.
2. Coverage applies as stated in the Declarations. The insuring of more than one person or vehicle under this policy does not increase our Uninsured Motorists payment limits. In no event will any insured be entitled to more than the highest per-person Uninsured Motorists—Bodily Injury limit on any one policy issued by us or an affiliated company.
 3. We will pay benefits under this coverage only over and above any that would be available, except for the application of a deductible, under any Personal Injury Protection or Damage to Property Other Than a Motor Vehicle coverages of this policy.
 4. Damages payable will be reduced by any sums paid by or for any liable parties, and by any sums paid or payable under workers' compensation, disability benefits, or similar laws.
 5. Any payment under this coverage to or for an insured will reduce the amount of damages the insured may be entitled to recover under the Bodily Injury or Property Damage Liability coverages of this policy.
 6. Any payment to or for the insured under this coverage will be reduced by any amount paid or payable under any Medical Payments coverage provided by endorsement to this policy.
 7. We will pay for loss or damage under this coverage only over and above any that is paid or payable under any Physical Damage coverage provided by this policy.
 8. For the amount of this coverage above the minimum financial responsibility limits, no payment will be made until the limits of all other bodily injury liability insurance and bonds that apply have been exhausted by payments or judgments.

OTHER INSURANCE

1. If there is other insurance for **bodily injury** suffered by an insured while occupying a motor vehicle other than your auto, our coverage is excess over any other collectible:
 - a) Insurance;
 - b) self insurance;
 - c) proceeds from a governmental entity; or
 - d) sources of recovery.
2. Except as stated above, if there is other insurance similar to this coverage for **bodily injury** under any other policy, we will be liable for only our share of the loss. Our share is our proportion of the total insurance limits for the loss.
3. With respect to **property damage**, we will pay the insured loss not covered by other insurance.
4. In any event, if more than one policy issued by us or an affiliated company applies on an excess basis to the same loss, we will pay only up to the highest limit of any one of them.

DUPLICATE PAYMENT

We will make no duplicate payment to or for any insured for the same element of loss.

Assignability

No interest in this coverage can be transferred without our written consent. However, if the policyholder dies, this coverage will stay in force for the rest of the policy period. It will apply to anyone having proper custody of your auto.



General Policy Conditions

We, you, and anyone insured by this policy must do certain things in order for the provisions of the policy to apply. The following are policy conditions:

1. HOW YOUR POLICY MAY BE CHANGED

- a) Any terms of this policy which may be in conflict with statutes of the state in which the policy is issued are hereby amended to conform.
- b) Any insured will automatically have the benefit of any extension or broadening of coverage in this policy, as of the effective date of the change, provided it does not require more premium.
- c) No other changes may be made in the terms of this policy except by endorsement or policy revision.
- d) The premium for each coverage is based on information in our possession. Any change or correction in this information will allow us to make an adjustment of the premium as of the date the change is effective.
- e) The policyholder has a duty to notify us as soon as possible of any change which may affect the premium or the risk under this policy. This includes, but is not limited to, changes in:
 - (1) the principal garaging address of the insured vehicle(s), which must be reported to us within 30 days of the date the address change becomes effective.
 - (2) drivers;
 - (3) use of the insured vehicle(s); or
 - (4) desired coverages, deductibles, or limits.

2. OPTIONAL PAYMENT OF PREMIUM IN INSTALLMENTS

The policyholder may pay the premium for this policy in installments, under terms and conditions approved where required by the Department of Insurance. For each separate installment payment there is an installment service charge. Your agent can provide more information.

3. RENEWAL

This policy is written for a six-month policy period. We will renew it for successive policy periods, subject to the following conditions:

- a) Renewal will be in accordance with policy forms, rules, rates and rating plans in use by us at the time.
- b) All premiums or premium installment payments must be paid when due.
- c) Prior to the expiration of a policy term for which premium has been paid, we will mail a notice to the policyholder for the premium required to renew or maintain the policy in effect. We will mail this notice to the address last known to us.

4. NON-RENEWAL

- a) At the end of each six-month period after the effective date of this policy, we will have the right to refuse to renew the entire policy or any of its coverages for reasons permitted by Delaware Law.
- b) If we elect not to renew, we will mail or deliver written notice to the policyholder 30 days in advance of the date our action will take effect. Mailing of this notice to the last known address or delivery of it to the policyholder will be considered proof of notice.
- c) For nonpayment of renewal premium, coverage will terminate at the end of the last policy period for which premium was paid.

5. CANCELLATION DURING POLICY PERIOD

- a) The policyholder may cancel this policy or any of its coverages by mailing notice to us of the future date of cancellation desired. Based on our "short-rate table," we will retain premium for the days covered, plus a percentage-figured charge for cancelling at your request during the policy period.
- b) Up to the time this policy or any coverage has been in effect 60 days, we have unlimited right of cancellation. We may cancel by mailing notice to the policyholder 10 days prior to the effective date of cancellation. While the date we mail this notice must be within 60 days, the date of cancellation need not be.
- c) After any coverage of this policy has been in force 60 days, our right to cancel such coverage during the policy period is limited.
 - (1) We may cancel:
 - (a) if premiums or premium installment payments are not paid when due, whether payable directly to us or through any premium finance plan.
 - (b) for the reasons permitted by Delaware law.
 - (2) We must mail or deliver notice to the policyholder 30 days prior to the effective date of cancellation, unless we are cancelling for nonpayment of premium. To cancel for nonpayment, we will mail or deliver notice to the policyholder 10 days prior to the termination of coverage.
- d) In any case of cancellation by us under items b) or c) above, our mailing of notice to the policyholder's last known address will constitute proof of notice as of the date we mail it. We will retain premium for days covered during the policy period.
- e) Premium refund, if any due, will be made as soon as practicable after the date of cancellation. Mailing or delivery of our check will constitute tender of refund. If the policyholder requests cancellation of this policy, Delaware law requires that the policyholder complete a "Request for Cancellation" form before a refund can be issued.

6. IF YOU BECOME BANKRUPT

Bankruptcy or insolvency of any insured will not relieve us of any obligation under the terms of this policy.

7. UNAUTHORIZED USE OF OTHER MOTOR VEHICLES

Protection in this policy does not apply to other motor vehicles which any insured:

- a) uses without a reasonable belief that the insured is entitled to do so.
- b) has stolen.
- c) knows to have been stolen.

8. FRAUD

This policy does not cover any loss to or by any insured if any element of fraud or fraudulent action is engaged in by that insured in connection with the loss.

9. LEGAL ACTION LIMITATIONS

No legal action may be brought against the company concerning any of the coverages provided in this policy until the insured has fully complied with all terms of the policy.

Under the liability coverages of this policy, no legal action may be brought against the company until judgment against the insured has been finally determined after trial. This policy does not give anyone the right to make us a party to any action to determine the liability of an insured.

Any arbitration or legal action against the company must begin within a certain time period. Arbitration for claims under Uninsured Motorists or Damage to Property Other Than a Motor Vehicle must be requested in writing, or the proper papers for any other legal action against the company must be filed, within the time limit allowed by law:

- a) for death actions if the claim involves death of an insured;
- b) for bodily injury actions if the claim involves injury to an insured but not death; or

c) for property damage actions if the claim is for damage to property.

The laws of the state in which the accident occurred will determine these time limits.

10. ARBITRATION

a) An insured or claimant may request arbitration of a claim under the following coverages:

- (1) Comprehensive;
- (2) Collision;
- (3) Loss of Use;
- (4) Property Damage Liability; or
- (5) Personal Injury Protection;

by submitting the request in writing to the Delaware Insurance Commissioner within 90 days from the date an offer of settlement or denial of coverage or liability has been made by us. Arbitration will be according to procedures set forth in state law. The losing party may appeal an arbitration decision to the Superior Court by filing the appeal within 30 days after the decision is rendered.

b) In any case of arbitration of an Uninsured Motorists claim, or a claim for Damage to Property Other Than a Motor Vehicle, the following arbitration procedure will be used:

- (1) Each party—the insured or claimant, and the company—will select a competent and disinterested arbitrator. The two so selected will select a third.
- (2) If the third arbitrator is not agreed upon within 30 days, the insured, claimant, or we may request a judge of a court of record to name one. The court must be in the county and state in which arbitration is pending.
- (3) Each party will pay its chosen arbitrator. Each will pay half of the expenses for the third, and half of all other expenses of arbitration. Any fees of expert witnesses or attorneys will be paid by the party who hires them.
- (4) Unless it is agreed otherwise, arbitration will take place in the county and state in which the insured or claimant lives at the time of the accident. Arbitration will be subject to the usual rules of procedure and evidence in such county and state. The arbitrators will determine questions in dispute. A written decision on which two arbitrators agree shall be considered as the award.
- (5) As an alternative to the procedures outlined in items (1) through (4) above, if the insured or claimant and we agree, arbitration will be by rule of the American Arbitration Association.
- (6) The insured or claimant and the company will not be bound by the award determined through arbitration. Judgment upon award may be entered in any court having jurisdiction over it after such award is final and not appealed as provided herein.
- (7) When used, arbitration of uninsured, including underinsured motorists, claims is binding on the insured or claimant and the company only if neither the insured or claimant nor the company demand a trial within 60 days after an award. Trial will be in a court of competent jurisdiction. Trial will be on all issues of the award.

11. SUBROGATION

We have the right of subrogation under the:

- a) Physical Damage;
- b) Auto Liability;
- c) Personal Injury Protection;
- d) Damage to Property Other Than a Motor Vehicle; and
- e) Uninsured Motorists;

coverages in this policy. This means that after paying a loss to you or others under this policy, we will have the insured's right to sue for or otherwise recover such loss from anyone else who may be held liable. This right includes the insured's claims under any

workers' compensation law. Also, we may require reimbursement from the insured out of any settlement or judgment that duplicates our payments. These provisions will be applied in accordance with state law. Any insured will sign such papers, and do whatever else is necessary to transfer these rights to us, and will do nothing to prejudice them.

12. STATUTORY PROVISION

If this policy provides coverage for Personal Injury Protection and Damage to Property Other Than a Motor Vehicle, the entire policy provides coverage at least as extensive as that required by Subchapter 1, Chapter 21, Title 21 of the Delaware Code.

13. DIVIDENDS

The policyholder is entitled to any dividends which are declared by the Board of Directors and are applicable to coverages in this policy.

14. NON-SUFFICIENT FUNDS CHARGE

The company reserves the right to impose a fee for any premium payment that is unable to be processed due to non-sufficient funds, or if there are non-sufficient funds in an account that is being utilized for electronic funds transfer (EFT) payments. This is under the terms and conditions approved where required by the Department of Insurance.

MUTUAL POLICY CONDITIONS

(Applicable only to policies issued by Nationwide Mutual Insurance Company—Nationwide Mutual Fire Insurance Company.)

If this policy is issued by Nationwide Mutual Insurance Company or Nationwide Mutual Fire Insurance Company, the policyholder is a member of the company issuing the policy while this or any other policy issued by one of these two companies is in force. While a member, the policyholder is entitled to one vote only—regardless of the number of policies issued to the policyholder—either in person or by proxy at meetings of members of said company.

The annual meeting of members of the Nationwide Mutual Insurance Company will be held at the Home Office at Columbus, Ohio, at 10 a.m. on the first Thursday of April. The annual meeting of members of the Nationwide Mutual Fire Insurance Company will be held at the Home Office at Columbus, Ohio, at 9:30 a.m. on the first Thursday of April. If the Board of Directors of either of the above companies should elect to change the time or place of meeting, that company will mail notice of the change to the policyholder at the address last known to it. The company will mail this notice at least 10 days in advance of the meeting date.

This policy is non-assessable, meaning that the policyholder is not subject to any assessment beyond the premiums the above companies require for each policy term.

IN WITNESS WHEREOF: Nationwide Mutual Insurance Company, Nationwide Mutual Fire Insurance Company, Nationwide Property and Casualty Insurance Company, or Nationwide General Insurance Company, whichever is the issuing company as shown in the Declarations, has caused this policy to be signed by its President and Secretary, and countersigned as may be required by a duly authorized representative of the company.

Patricia B. Hatter *Julen Burnes*
Secretary President



Nationwide Mutual Insurance Company • Nationwide Mutual Fire Insurance Company
Nationwide Property and Casualty Insurance Company • Nationwide General Insurance Company
Home Office: Columbus, Ohio 43215-2220

Endorsement 3028



Amendment of Cancellation Provision

Please attach this important addition to your auto policy.

With this endorsement, the policy is amended as follows:

GENERAL POLICY CONDITIONS

5. CANCELLATION DURING POLICY PERIOD

Item a) is replaced to read:

The policyholder may cancel this policy or any of its coverages by mailing notice to us of the future date of cancellation desired. We will retain premium for the days covered.

All other terms and conditions apply as stated in the policy.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.

NATIONWIDE INSURANCE COMPANIES
Home Office: Columbus, Ohio 43216



Endorsement 3208

*Amendatory Endorsement—
Physical Damage Coverage*

Please attach this important addition to your auto policy.

With this endorsement, it is agreed that the PHYSICAL DAMAGE coverage provided by this policy is amended as follows:

The following exclusion is added:

We will not pay for loss:

- to your auto or any other motor vehicle for diminution in value or depreciation.

The following provision is added:

APPRAISAL

If we and the insured fail to agree on the amount payable under the Comprehensive or Collision Coverage, either party may demand appraisal for the loss.

Each will:

1. appoint and pay a competent and disinterested appraiser; and
2. equally share other appraisal expenses.

Any fees of expert witnesses or attorneys will be paid by the party who hires them.

The appraisers, or a judge of a court having jurisdiction, will select an umpire to decide any differences. Each appraiser will state separately the actual cash value and the amount of loss.

An award in writing by any two appraisers will determine the amount payable.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.

NATIONWIDE INSURANCE COMPANIES
Home Office: Columbus, Ohio 43215-2220